

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C9E</b>		PAGE 1 OF 46 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00164-01-R-6599</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>10/19/01</b>	
6. REQUISITION/PURCHASE NO. <b>See Individual Delivery Orders</b>		7. ISSUED BY Contracting Officer (J.D. Martin, Code 1164EF) NAVSURFWARCENDIV Crane, IN 47522-5011		8. ADDRESS OFFER TO (If other than Item 7) Same as block 7 except mark: "Bid Room Depository"			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in building 64 until 2:00 PM local time 12/19/01  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>J.D. Martin</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(812)854-3723</b>
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10. CALENDAR DAYS %	20. CALENDAR DAYS %	30. CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 10 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

**SECTION "B"**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
0001	Research and Development – Professional, technical, and management efforts related to the effects of radiation on semiconductor devices, non-volatile memories and power integrated circuits in accordance with the Statement of Work in Section "C" herein. Data shall be provided under each delivery order in accordance with the Contract Data Requirements Lists (CDRLs) listed in Section "J" herein. The Period of Performance (PoP) for this line items covers the first two years (i.e., from effective date of contract through two years from effective date of contract).	1	LO	\$ _____
0002	Option I – Same as item 0001. The PoP for this line item is contract year 3.	1	LO	\$ _____
0003	Option II – Same as item 0001. The PoP for this line item is contract year 4.	1	LO	\$ _____
0004	Option III – Same as item 0001. The PoP for this line item is contract year 5.	1	LO	\$ _____
0005	Option IV – Same as item 0001. The PoP for this line item is contract year 6.	1	LO	\$ _____
0006	Option V – Same as item 0001. The PoP for this line item is contract year 7.	1	LO	\$ _____
0007	Option VI – Same as item 0001. The PoP for this line item is contract year 8.	1	LO	\$ _____
0008	Option VII – Same as item 0001. The PoP for this line item is contract year 9.	1	LO	\$ _____
0009	Option VIII – Same as item 0001. The PoP for this line item is contract year 10.	1	LO	\$ _____

LO = Lot; TBD = To Be Determined

**SECTION "B" NOTES:**

(1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(2) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522. Delivery orders shall be placed against this contract using a DD 1155. Delivery orders placed under this contract shall be placed no later than ten years from the effective date of contract if all options are exercised.

(3) To supplement the requirements of sections "B", "L", and "M", the following information is provided:

-Offerors shall provide two copies of their "Cost Proposal" (consisting of the completed solicitation, exhibit B to the solicitation, and the offeror's subcontracting plan). The package containing this portion shall be clearly marked "Cost Proposal."

-Under separate cover, offerors shall submit four copies of their "Technical Proposal." The "Technical Proposal" shall consist of information concerning past performance, personnel, and facilities. The package containing this portion shall be clearly marked "Technical Proposal."

-Both the two copies of "Cost Proposal" portion and the four copies of the "Technical Proposal" portion shall be mailed to the contracting officer at the address specified in block 8 of the Standard Form 33, page 1 of this document, prior to the time and date specified for receipt of offers.

(4) The Government may exercise each option at any time prior to expiration of the contract. The options must be exercised in the order listed above.

(5) An award-term contract will result from this solicitation.

#### **LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE – (5310)**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost. (e.g. shall apply separately and independently to each individual delivery order; each line item within a delivery order)

#### **PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993) - (5313)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to TBD percent (TBD%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

NOTE: Percentage of fee is based on fee dollars divided by total estimated costs, including facilities capital cost of money.

#### **TRAVEL COSTS - ALTERNATE I (NAVSEA) (MAY 2000) – (5315)**

(a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available;

(ii) travel performed for personal convenience/errands, including commuting to and from work; and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **DETERMINATION OF FEE**

Fee will be calculated on individual delivery orders as a percentage of total estimated costs. Exhibit B to the contract will contain all negotiated direct and indirect rates for all contract years. These rates will be utilized to calculate the fixed fee for the individual delivery orders throughout the life of the contract. For example, if the contractor's direct and indirect rates, as a whole, stay below

projections fee percentage will increase. If the contractor's direct and indirect rates rise above projections the contractor's fee percentage will decrease. This fee methodology shall apply to the prime contractor only. It is because this exhibit contains the negotiated direct and indirect rates that it is not being provided to anyone other than the contractor and DCAA.

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## **SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **STATEMENT OF WORK for Research and Development Concerning Nuclear and Space Radiation Effects on Semiconductors**

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

#### **1.0 SCOPE.**

The object of this effort is to simulate and measure the response of nuclear and space radiation on electronic semiconductor devices and develop and demonstrate radiation-hardening techniques for semiconductor devices. The effort consists of the following major tasks: (1) physics of radiation response of electronics, (2) analytical modeling and experimental assessment of radiation effects on electronics, (3) radiation hardening of electronics, and (4) radiation test development for electronics. These tasks and subtasks may be subcontracted.

Furthermore, at numerous times during the contract period of performance, this work may require the Contractor to recommend to the Contracting Officer the need for subcontracts to semiconductor manufacturers and foundries to obtain samples of specially processed devices. If it is in the best interest of the Government, the delivery order will require the Contractor to execute materials subcontracts.

Performance of these tasks will occur primarily at the Contractor or Subcontractor's facility. A small percentage of the work may be performed at the Naval Surface Warfare Center, Crane Division.

#### **1.1. BACKGROUND**

The Naval Surface Warfare Center, Crane Division, conducts research, development, test, and evaluation (RDT&E) on radiation-induced degradation mechanisms that pertain to the performance of state-of-the-art semiconductor devices. In the past years, this RDT&E task has consisted of many efforts including: electrical characterization of transistors, test structures, and microcircuits in specialized radiation environments; the development of radiation hardened semiconductor processes; prototype fabrication of radiation hardened devices at commercial semiconductor firms in an effort to enhance the performance of products in radiation environments; development of automatic test equipment (ATE) for conducting experiments at remote radiation sources; testing of semiconductors using radiation sources located at White Sands Missile Range, Indiana University Proton Cyclotron, Texas A&M University Cyclotron, Brookhaven National Laboratories, Research Triangle Institute, UC Berkeley Cyclotron, Honeywell Flash X-Ray, Naval Surface Warfare Center and others; and actively participating in industry-wide symposia and conferences where the results of our work is presented.

Code 6054 is presently supporting major program offices in radiation hardening developments, including: Defense Threat Reduction Agency, Air Force Space and Missile Center, U.S. Army Space and Missile Defense Command, and Navy Special Projects Office (Trident Missile Program). Some of this work requires expertise or services not available at the Naval Surface Warfare Center, Crane Division, and has been accomplished through three previous contracts: N00164-87-D-0010, N00164-92-D-0009, and N00164-97-D-0013. We envision the continuation of these tasks with another indefinite delivery-type contract.

Due to the very specialized nature of this work and the high level of skill required by each individual task, only a small handful of organizations are capable of performing radiation effects RDT&E.

#### **1.2 EQUIPMENT REQUIREMENTS.**

As a minimum, the Contractor shall have available a computer workstation to perform process, device, circuit, and logic simulations. He shall have test equipment capable of measuring electrical parameters on test structures such as bipolar and MOS transistors, field structures, resistors, and capacitors. Resolution of test equipment must be equal to Hewlett Packard model 4145 semiconductor parameter analyzer or equivalent. Additionally, computer-aided design (CAD) workstation capable of reviewing, analyzing, and generating integrated circuit layout tapes is required. Also, the Contractor shall ensure access to a "source" for producing ionizing radiation (Cobalt-60 or equivalent) for irradiating semiconductor devices.

#### **1.3 QUALITY ASSURANCE.**

The Government will monitor the Contractor's performance under this statement of work (SOW) by requiring delivery of monthly progress reports, conducting on-site inspections, and inspecting contract deliverables for compliance to delivery requirements.

## 2.0 APPLICABLE DOCUMENTS.

N/A

## 3.0 REQUIREMENTS.

The Contractor shall provide all necessary facilities, equipment, material, related administrative support, and qualified personnel to perform the tasks described in this Statement of Work, except in those specific instance delineated in this SOW where the Government shall offer Government-Furnished Information (GFI), or Government-Furnished Material (GFM), Government-Furnished Facilities (GFF), or Government-Furnished Property (GFP). Work to be performed and required data deliverables shall be specifically described in delivery orders to be placed against the contract by the Contracting Officer and shall be within the parameters of one or more of the general tasks listed below. As required by delivery order, the Contractor shall furnish all labor, facilities, material, and equipment, except for that material, facilities, and equipment to be provided by the Government as GFI, GFM, GFF, and GFE in the performance of this contract.

### 3.1 PROGRAM MANAGEMENT PLAN.

The Contractor shall develop, implement, maintain, and ensure currency of a program management plan to meet the requirements of this contract. The program management plan shall describe the Contractor's organization; assignment of functions, duties, and responsibilities; management procedures and policies; and reporting requirements for the conduct and contractually imposed tasks and projects. The Contractor shall demonstrate the continuing prediction and demonstration of the degree of actual or anticipated achievement of the contract objectives. As a minimum, the program management plan shall address the following functions:

(1) Organizational Structure. The Contractor shall provide an organizational structure chart depicting the various management, program, and functional organizational elements to be utilized in performance of the proposed contract. The structure shall start at the corporate management level and extend through all major organizational elements. The involvement of Subcontractor or teaming arrangements shall be shown. An accompanying narrative shall describe the interaction of the organizational elements and describe the assigned duties, tasks, locations, and responsibilities of each organizational element. Personnel names and the titles of the managers for each of the major organizational elements are required.

(2) Subcontracting. Subcontracting and/or teaming arrangements shall be described providing purpose, function, monitoring procedures, and controls of the arrangements established for performance of the services required by the SOW.

(3) Security. The Contractor shall provide a narrative describing security procedures to be implemented. The Contractor shall explain how security procedures will be implemented, monitored, and maintained at each facility site associated with the proposed contract to meet the SOW requirements.

(4) Start-Up. The Contractor shall provide a descriptive narrative that explains the Contractor's approach to commence work once a contract is awarded. The Contractor shall indicate a clear understanding of the problems involved in the start-up of a new contract, including rationale and reasonable solutions to the problems. The narrative shall be clear and achievable for obtaining resources (personnel, equipment, facilities, and financing) within a maximum period of 60 days from the date of contract award. The Contractor shall address employee recruitment, staffing plans, interface with the Navy during start-up; supervision of start-up; manning of start-up, development, and dissemination of operating instructions, procedures, and control directives; initial training; and indoctrination and orientation of employees.

(5) Delivery Order Management. The Contractor shall describe how delivery orders will be managed from the receipt of a request for quotation through completion of performance in a timely and responsive manner. The Contractor shall address all facets of management in the generation, preparation, quality, maintenance, administration, and delivery of all contract data deliverables, hardware, and software with adequate cost, quality, schedule, and performance controls.

(6) Personnel Management. The Contractor shall explain how only qualified personnel will be assigned to perform work described in delivery orders. The Contractor shall explain how expertise will be retained, considering fluctuations in the quantity of work required by the Government.

(7) Facilities and Equipment. The Contractor shall provide facilities meeting the requirements of this SOW. The Contractor shall describe the kinds and availability of equipment to be located at the various sites and the intended use. The Contractor shall describe Contractor-owned equipment and planned or new acquisitions that will be needed to support the SOW requirements.

(8) Quality Assurance. The Contractor shall develop, implement, and maintain a quality assurance/control program to ensure the quality control of services performed under this contract. As a minimum, the quality assurance program narrative shall address all inspection and rejection criteria, methods to ensure that the most current technical data are addressed and provided to the Government, and customer interface for the correlation and control of documentation.

(9) Control of Government Property. The Contractor shall address the methods and provisions to control all Government-Furnished Property, Facilities, Materials, Equipment, and Information that may be provided under any given delivery

order. As a minimum, the Contractor's narrative on controls shall address procedures for recording both the receipt and return of Government property and the physical accounting of Government property (e.g., condition, location, etc.).

### 3.2 TASK 1. PHYSICS OF RADIATION RESPONSE OF ELECTRONICS

3.2.1 Radiation Testing. The Contractor shall perform radiation testing in environments such as total ionizing dose, neutron, dose rate, and single event to determine the radiation response of electronic microcircuits, devices, and test structures as specified by each delivery order. Appropriate electrical measurements such as the degradation of threshold voltage ( $V_t$ ), gain ( $H_{fe}$ ), circuit dc and ac parametrics, functionality, and output voltage changes shall be performed. Radiation levels for transient or logic upset, latchup, and burnout may be determined. A radiation test plan shall be developed for the Government before each radiation test. Semiconductor devices to be tested may be furnished by Naval Surface Warfare Center, Crane Division, or a sponsoring agency as a part of the characterization work being performed at Naval Surface Warfare Center, Crane Division, or as deliverables received from another Government-hardening contract. However, when necessary, the Contractor shall be required to fabricate and obtain prototype semiconductor devices in accordance with this contract for radiation testing.

3.2.2 Test Method Development. The Contractor shall develop test methods for determining the radiation response of microcircuits, devices, test structures, and subsystems in radiation environments. This task includes the development of test philosophy, test procedure, test plans, and any specialized hardware necessary to implement the radiation tests, such as test fixtures and customized portable test equipment to be utilized during radiation testing, as specified by each delivery order. The Contractor may be required to interface with system Contractors such as Boeing, Lockheed, TRW, Hughes, Raytheon, etc., to determine specific test environments as nearly as possible to conditions that simulate space or radiation conditions of actual use. The Contractor shall be required, while developing test philosophy, to determine test techniques to measure sensitive or indicative parameters of a microcircuit, device, test structure, or subsystem radiation hardness. Test methods and hardware that are developed may need to be customized for use in various radiation environments and facilities. These facilities include the Naval Surface Warfare Center, Crane Division's Gammacell-220 and Shepherd 484 Cobalt-60 sources, ARACOR x-ray source, linear accelerator (LINAC); White Sands Missile LINAC and Fast Burst Reactor; Indiana University Proton Cyclotron; Brookhaven Tandem Van de Graaf; and other radiation facilities that may be used during the duration of this contract. If Government-furnished radiation sources cannot be provided to the Contractor, the Contractor may need to procure test time at an alternate source in accordance with this contract. A test plan detailing the test techniques, test samples, radiation environments, radiation levels, in-situ bias conditions, electrical tests and equipment; and data analysis is usually provided to the Government prior to testing.

3.2.3 Test Data Analysis. As specified by each delivery order, the Contractor shall analyze the test data from prior testing (Task 3.2.1) or data provided by the Government or Government Contractor to determine the exact cause of the measured response to radiation. This shall be accomplished by correlating the measured response of the tested device with device design, layout, and fabrication information. This task may require the use of computer modeling tools and computer-aided design (CAD) workstation. This task may require independent effort or cooperative effort with the Government or Contractor. When required, the Contractor may need to enter into nondisclosure agreements with other Contractors or manufacturers to obtain necessary design information. Each individual delivery order will contain detailed information that defines the analysis tasks and specifies the nature of work to be performed.

3.2.4 Physics of Radiation Failure. The contractor shall perform theoretical research to determine the physical cause for radiation failure within semiconductor devices and systems. This basic research will involve developing new theoretical models for the degradation of device sub-elements (transistor junctions, gate oxides, field oxides, isolation oxides) along with modeling and failure analysis. Temperature effects, radiation exposure rates, electrical bias conditions, and annealing behavior will be analyzed to gain new understanding of radiation-induced defects and failure mechanisms. Theoretical approaches for radiation hardening will be developed.

### 3.3 TASK 2. ANALYTICAL MODELING AND EXPERIMENTAL ASSESSMENT OF RADIATION EFFECTS ON ELECTRONICS

3.3.1 Computer Code Development and Improvement. The Contractor shall develop, expand, and improve computer codes for modeling of electronic devices, components, test structures, and subsystems in radiation environments as specified by delivery order. Commercial codes such as Athena, Atlas, Suprem, SmartSpice, and Pisces are traditionally used to model and predict the performance of non-irradiated electronic devices. However, these codes often must be modified for a specific technology and radiation environment being investigated. The Contractor shall perform an objective review of existing codes to determine and document the strengths, weaknesses, and applicability of each code for the technology and environment. When existing codes are not usable or modifiable for the requested technology or radiation environment, the Contractor shall develop new codes to meet the application.

3.3.2 Experimental Verification of Modeling Codes. The Contractor shall experimentally verify the accuracy of the modeling codes modified or developed in Task 3.3.1. The Contractor shall perform radiation testing of the modeled electronic device, component, test structure, or subsystem in the selected radiation environments as specified by delivery order. Electrical parameters shall be selected and measured that are indicators of the radiation-sensitive parameters for the tested device. Predicted response versus measured

response shall be compared and any errors explained. If required by the task, the model shall be modified to improve the accuracy of the computer code to the requirements of the specific delivery order.

**3.3.3 Application of Modeling Codes.** As specified by delivery order, the Contractor shall determine and document, using commercial computer codes such as Athena, Atlas, Suprem, SmartSpice, and Pisces, modified or developed in Task 3.3.1, the expected electrical response of requested electronic devices, components, test structures, circuits, or subsystems in the requested radiation environments. Variations such as changes in design, layout, or fabrication may be modeled to predict changes in electrical response and radiation hardness. Details on device characteristics to be modeled may be provided by the Government in the each delivery order or may need to be obtained by the Contractor from a semiconductor manufacturer. When necessary, the Contractor may need to enter into nondisclosure agreement with another Contractor or manufacturer to obtain the necessary design information. Specific information about the device to be modeled and radiation environments may also be supplied in the delivery order.

### **3.4 TASK 3. RADIATION HARDENING OF ELECTRONICS**

**3.4.1 Development of Hardening Plan.** The Contractor shall identify and provide documentation concerning techniques that can be used during design, layout, or fabrication of electronic devices, components, circuits, test structures, or subsystems for improving the radiation hardness as defined by each delivery order. This shall be accomplished by first reviewing the design, layout, and fabrication techniques. The Contractor shall then estimate the current radiation hardness based on knowledge of similar technologies. The Contractor shall then consider the applicability of known hardening techniques, for the technology under study, to achieve the requested hardness level. Experiments shall be planned to investigate hardening techniques by implementing prototype wafer fabrication with "split" fabrication lots or with multiple fabrication lots. The planned experiment(s) shall be referred to as the "hardening plan" and shall be provided to the Government before starting any prototype lots. This work shall require that the Contractor establish and maintain a close working relationship with semiconductor manufacturers. When required, to obtain necessary proprietary information, the Contractor must negotiate a nondisclosure agreement with the required firms. Specifics on technologies to be radiation hardened and required hardness levels and environments will be provided in individual delivery orders.

**3.4.2 Semiconductor Device Fabrication.** The Contractor shall demonstrate the effectiveness of the hardening plan developed in Task 3.4.1 by fabricating prototype semiconductor devices and performing appropriate tests and delivering devices to the Government for independent testing, as designated in each delivery order. The hardening plan, delivered in Task 3.4.1, shall be approved by the Government before beginning fabrication. The plan should include variations proposed in design, layout, or fabrication and the objective and expected result of each variation. This may include layout files of each design or layout changes in documentation of processing changes. Sufficient number of devices shall be packaged for radiation tests by the Contractor and Government. As radiation-hardened processes and techniques become unavailable in the future, wafer lots of devices shall be designed and packaged in unhardened (commercial) processes. Appropriate radiation-hardened layout and design rules will be used for fabrication of these devices. The specific number of devices to be fabricated and delivered to the Government will be specified in individual delivery orders.

**3.4.3 Hardening Verification.** As delineated by delivery order, the Contractor shall verify the radiation hardness achieved by the semiconductor devices produced in Task 3.4.2 by testing in radiation environments such as total dose, neutron, dose rate, or single event. Radiation tests should be planned and performed so that the hardening objective of each fabrication split or lot is evaluated. If commercial (off-the-shelf) devices are being considered for future military applications, the Contractor shall procure and radiation test sample lots of devices to determine their tolerance to nuclear radiation. Actual results shall be compared to expected results during the data analysis and recommendations for additional hardness improvements documented and delivered.

### **3.5 TASK 4. RADIATION TEST DEVELOPMENT FOR ELECTRONICS**

**3.5.1 Automatic Test Equipment (ATE) Programs.** The Contractor shall develop test programs for use on the ATE used by the Government for radiation effects evaluation of semiconductor devices as stipulated by deliver order. This equipment includes, but is not limited to: Eagle LSI-4, Hewlett Packard 82000, Reedholm Parametric Tester, High-Level ETS 7000, Design Engineering Portable Tester (MADCAT), Transient Anneal Test System (TATS), and HP 4145/Keithley Parametric Analyzer. The ATE is capable of subjecting devices under test to various combinations of bias, trigger, or clock signals while simultaneously measuring the electrical response of the device during the radiation exposure. These electrical tests shall be performed before and after total dose and neutron irradiation and during dose rate and single event testing. Much of this work shall pertain to testing devices for the Trident, SBIRS, and NMD programs. Therefore, the Contractor personnel shall be required to possess the proper security clearances. Additionally, data generated must be formatted and data-based on the Government's computer located at Naval Surface Warfare Center, Crane Division, so that it can be transmitted to a system contractor such as Draper, Lockheed, TRW, Grumman, Hughes, or Raytheon for correlation with other production data. The Contractor shall be required to perform the necessary software and hardware interfacing to accomplish these efforts. Specific devices to have test programs prepared will be specified in each individual delivery order.

**3.5.2 Hardware Test Equipment Development.** As specified by delivery order, the Contractor shall develop customized test equipment and fixtures for testing semiconductors in radiation environments such as total dose, neutron, dose rate, and single event. These environments include, but are not limited to, the Naval Surface Warfare Center, Crane Division's Gammacell-220 and Shepherd

484 Cobalt-60 sources, ARACOR x-ray source, linear accelerator (LINAC); White Sands LINAC and fast burst reactor; Indiana University cyclotron; and Brookhaven Tandem Van de Graaf. This hardware must be capable of operating in or near the radiation environment without significant degradation. The Contractor shall be required to perform the necessary interface to permit use of the hardware with the radiation environment. This includes development of any necessary fixtures, circuit boards, or test jigs. Specific hardware to be developed will be specified in each delivery order.

3.5.3 Equipment Control Programming. The Contractor shall develop test/control programs for Naval Surface Warfare Center, Crane Division's radiation facilities that are used for radiation testing of semiconductor devices as delineated by delivery order. These facilities include, but are not limited to, the Naval Surface Warfare Center, Crane Division's Gammacell-220 and Shepherd 484 Cobalt-60 sources, ARACOR x-ray sources, and linear accelerator (LINAC). This test/control includes integrating the hardware developed in Task 3.5.2 to test devices developed by this contract and simultaneously controlling the radiation source and measuring the electrical response. The Contractor shall accomplish software and hardware interfacing of this equipment. Specific test/control programs to be developed will be specified in each delivery order.

### 3.6 PROGRESS REPORTS

The Contractor shall provide a monthly progress, status, and management report. The report, as a minimum, shall delineate level-of-effort and cost for each labor category for each specific delivery order, in addition to cumulative figures for the applicable delivery order and the basic contract. The report shall also show, for each applicable delivery order, cumulative costs for material, travel, communication, equipment, special facilities sharing costs, and other delineated direct costs. Each report shall include the contract number, delivery order numbers, delivery order description synopsis, performance period of the delivery orders, applicable overhead, and general and administrative rates, including fee, percent of funds remaining, and hours expended to date. The Contractor shall also describe the basic task progress and any problems encountered during the performance of each specific delivery order and all travel undertaken during the performance of the delivery order.

### PERSONNEL QUALIFICATIONS

The contractor shall provide personnel having the following minimum levels of professional and technical experience. Specialized experience, included as part of the personnel qualifications for each labor category, are outlined in the list, "Areas of Specialized Experience for Program Managers, Senior Engineers, and Engineers."

A minimum number of personnel, hereafter referred to as "key personnel," are specified for each labor category. **All of the "Areas of Specialized Experience" must be met in several labor categories.** This requirement includes the program manager, senior engineer, and engineer categories.

At least one person in each labor category above must have at least a SECRET level clearance. Due to the ITAR classification of most of the work to be performed under this contract, all key personnel must be U.S. citizens.

All key personnel must be available for utilization on this contract at least 50% of the time. The Government is not obligated to utilize key personnel any set percentage of time.

The minimum required personnel qualifications for each labor category are described below:

#### **Labor Category 1 - Program Manager** (Two qualified resumes required)

Education - A four-year degree in engineering or the sciences from an accredited school is required.

Experience - In addition to the four-year degree, the Program Manager shall have a minimum of six years of experience related to the Statement of Work, including a minimum of three years experience directly related to radiation effects in electronics. Experience must be current (some experience within the last two years). In addition, three or more years of experience managing a program similar in scope and complexity to that described in the Statement of Work is required.

Specialized Experience - Program Managers must cite specialized experience of at least three years in one or more topic areas, as specified in the "Areas of Specialized Experience" list. As a team, the two program managers must demonstrate experience in all 6 areas on the list.

#### **Labor Category 2 - Senior Engineer** (Seven qualified resumes required)

Education - A four-year degree in electrical or electronic engineering or physics from an accredited school is required.

Experience - In addition to their four-year degrees, Senior Engineers shall have a minimum of five years of progressively responsible experience related to the Statement of Work, including a minimum of three years directly related to radiation effects in electronics.



Experience must be current (some experience within the last two years). A requirement of this contract is that **each Senior Engineer must have been a principal author of a minimum of one technical paper published in a peer-refereed journal, such as IEEE Transaction on Nuclear Science, in the last three years.**

Specialized Experience - Senior Engineers must cite specialized experience of at least three years in one or more topic areas as specified in the "Areas of Specialized Experience" list. As a team, the seven Senior Engineers must demonstrate experience in all 6 areas on the list.

### **Labor Category 3 - Engineer** (Three qualified resumes required)

Education - A four-year degree in electrical or electronic engineering or the physical sciences from an accredited school is required or equivalent.

Experience - This position requires a minimum four years of progressively responsible experience related to the Statement of Work, including a minimum of two years related to radiation effects in electronics. Experience must be current (some experience within the past two years).

Specialized Experience - All persons in this category must cite specialized experience of at least one year in one or more of the topic areas as specified in the "Areas of Specialized Experience" list. As a team, the three Engineers must demonstrate experience in all 6 areas on the list.

### **Labor Category 4 - Junior Engineer** (Two qualified resumes required)

Education - A four-year degree from an accredited school or equivalent is required.

Experience - This position requires a minimum of two years of experience related to the Statement of Work. Experience must be current (some experience within the past two years).

### **Labor Category 5 - Electronics Technician** (No resumes required)

Education - A two-year associates degree or equivalent is required. Electronics training received while in the military will be considered applicable.

Experience - This position requires three years of experience related to the Statement of Work. Two years direct experience with designing test setups and executing tests on IC's to measure total dose, neutron, and transient gamma effects is required. Experience must be recent (some experience within the past two years).

### **Labor Category 6 – Administrative Support** (No resumes required)

## **AREAS OF SPECIALIZED EXPERIENCE REQUIRED FOR PROGRAM MANAGERS, SENIOR ENGINEERS, AND ENGINEERS**

1. Detailed working knowledge of the following Computer Aided Design (CAD) programs for IC design, simulation, and layout:
  - (a) process simulator such as Silvaco Athena
  - (b) device simulator such as Silvaco Atlas
  - (c) electronic simulation and design tools such as Cadence Design Systems' analog and digital software suite
  - (d) radiation effects simulators for dose-rate, total dose, and SEE environments
2. Detailed working knowledge of semiconductor fabrication processes including impurity doping methods, isolation techniques, photolithography techniques, layout techniques, and processing approaches for improving radiation hardness. Emphasis is on state-of-the-art bipolar, CMOS, BiCMOS, and SOI processes.
3. Detailed working knowledge of transistor characterization, modeling, and parameter extraction.
4. Experience in performing latchup susceptibility analyses on bipolar, BiCMOS, and CMOS devices.
5. Direct, personal experience with designing electrical test setups and executing tests on IC's to measure:
  - (a) total dose hardness
  - (b) dose rate induced logic upset, survivability, and latchup hardness
  - (c) neutron hardness
  - (d) single event response susceptibility (including upset, burnout, and latchup)

6. Direct experience with preparing test programs for IC automated test equipment.

**ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423s, Exhibit A, attached hereto.

**CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990) – (5408)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to NSWC Crane Solicitation No. N00164-01-R-6599.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

**ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) - (5415)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

#### **DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000) - (5425)**

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

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#### **SECTION "D" - PACKAGING AND MARKING**

##### **DATA PACKAGING LANGUAGE (5503)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

##### **MARKING OF REPORTS (NAVSEA) (SEP 1990) - (5506)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor ; (2) contract number; (3) contract dollar amount; (4) whether the contract was competitively or non-competitively awarded; (5) sponsor: \_\_\_\_\_ (Name of Individual Sponsor);  
(Name of Requiring Activity); \_\_\_\_\_ (City and State)

## PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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### SECTION "E" - INSPECTION AND ACCEPTANCE

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

#### PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-08	Inspection of Research and Development – Cost Reimbursement	May 2001

#### CLAUSES IN FULL TEXT

### INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### SECTION "F" - DELIVERIES OR PERFORMANCE

#### PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order (Apr 1984)--Alternate I	Aug 1989
52.247-34	F.o.b. Destination	Nov 1991
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Apr 1984

#### CLAUSES IN FULL TEXT

### DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

### TIME OF PERFORMANCE (RESEARCH AND DEVELOPMENT)

The Period of Performance (PoP) will be negotiated separately on each individual delivery order.

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### SECTION "G" - CONTRACT ADMINISTRATION DATA

<u>DFARS Paragraph No.</u>	<u>Title</u>	<u>Date</u>
252.201-7000	Contracting Officer's Representative	Dec 1991

#### CLAUSES IN FULL TEXT

### SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS 5252.232-9001)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four copies, to the contract auditor\* at the following address:  
TBD unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to TBD. Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than    calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
- (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",  
   is required with each invoice submittal.  
   is required only with the final invoice.  
X is not required.
- (f) A Certificate of Performance  
X shall be provided with each invoice submittal.  
   is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

#### **CONTRACT ADMINISTRATION DATA LANGUAGE (5802)**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

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#### **CONTRACT ADMINISTRATION PLAN (CAP)**

Subj: CONTRACT ADMINISTRATION PLAN FOR A COST REIMBURSEMENT  
CONTRACT WITH PERFORMANCE AT CONTRACTOR'S SITE AND TDY LOCATIONS

Solicitation: N00164-01-R-6599 Contract: N00164-02-D-TBD

Ref: NAVSUPINST 4330.6B; Service Contract Administration

1. Introduction. In order to effectively administer this contract, the following delineation of duties is provided. The names, addresses and phone numbers for the individual(s) or office(s) are included. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the function assigned.

2. Procuring Contracting Office (PCO) is responsible for:

- a. All Pre-Award information, questions, or data.

- b. Freedom of Information Act Inquiries.
  - c. Change(s), question(s), or information regarding the scope, terms or conditions of the contract document.
3. Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302 and DFAR 42.302 except those delegated to another member or component of the Contract Administration Team.
4. Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.
5. Contracting Officer's Representative (COR) is responsible for: COR – TBD
- a. Quality assurance of services performed, and acceptance or rejection of the services or deliverables.
  - b. Technical advice, recommendations and clarification on the Statement of Work.
  - c. Providing the PCO with appropriate funds to fund the contract.
  - d. Providing technical expertise to both the PCO and CAO with regard to technical requirements.
  - e. Submit a written report on the performance of the contractor to the PCO. The report shall address the timeliness and acceptability of the deliverables, the use made of those deliverables/reports, and the effectiveness of the contractor's performance.
  - f. Maintain appropriate file documentation to support the COR's actions under this paragraph 5.
  - g. Monitoring contractor performance using the technique of floor checks. This requires actual on-site observation of Contractor's employees performing under the contract to see that inefficient or wasteful methods are not being utilized and, if they are, take reasonable and timely action to alert the contractor and PCO.
  - h. Conducting surveillance of Contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and alert the Contracting Officer to any perceived difficulties. This includes reviewing the Contractor's progress reports and furnishing the COR's personal observations.
  - i. Reviewing in an expeditious manner a copy of Contractor invoices/vouchers, Certificates of Performance and all supporting documentation in light of the requirement, progress and other input, both documentary and from personal observation, to determine the reasonableness of the billing, to insure that the effort was expended toward the completion of one of the line item deliverables in the contract and its comparability to other documents. The COR will indicate complete or partial concurrence with the Contractor's invoice/voucher by executing the applicable Certificate of Performance furnished by the Contractor, if required. COR's shall use a forwarding letter to indicate full concurrence or detail the exceptions to the Contractor's invoice/voucher. The final invoice/vouchers for any order will not be processed for payment by the payment officer until receipt of the COR's complete concurrence as noted above, plus timely written certification of inspection and acceptance of services performed.
  - j. Alerting the Contracting Officer of any potential performance problems; and if performance schedule slippage is identified, determine causative factors and report them to the Contracting Officer with proposed actions required to eliminate or overcome the causes and to recover the slippage, if feasible. Monitor the recovery according to the agreed upon plan, and report significant problems to the appropriate Contracting Officer.
  - k. Furnishing the Contracting Officer with any Contractor or Technical Code request for change, deviation, or waiver, including timely submission of supporting analysis and other required documentation.
  - l. Insuring strict compliance with DOD Directive 5500 and SECNAVINST 5370.2H regarding standards of conduct and conflict of interest requirements.
  - m. Performing production support, surveillance, and status reporting, including timely reporting of potential and actual slippage in contract delivery schedules.
  - n. Track all Government Furnished Property (GFP) provided to Contractor.

The COR shall not:

- Make changes to the terms and conditions of the contract.
- Authorize the expenditure of funds.
- Supervise the Contractor's employees.
- Perform any action that would result in the contract being changed from non-personal to a personal services contract.

#### **CONTRACTING OFFICER'S REPRESENTATIVE LANGUAGE (5803)**

CONTRACTING OFFICER'S REPRESENTATIVE:  
COMMANDER; ATTN: TBD; CODE TBD ; BLDG TBD ;  
NAVAL SURFACE WARFARE CENTER CRANE DIVISION  
CRANE IN 47522-5001; Telephone No. 812-854-TBD

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

#### **PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)**

PURCHASING OFFICE REPRESENTATIVE: COMMANDER;  
ATTN: J.D. Martin CODE 1164EF BLDG 64  
NAVAL SURFACE WARFARE CENTER; CRANE DIVISION  
CRANE IN 47522-5011; Telephone No. 812-854-3723

#### SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, TBD Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

#### SCIENTIFIC AND TECHNICAL REPORTS (5807)

The contractor shall furnish scientific and technical reports to Defense Technical Information Center (DTIC), ATTN: DTIC-FDAC Cameron Station, Alexandria, VA 22304-6145. NOTE: When agencies require that completed reports be covered by a Report Documentation Page, Standard Form 298, the contractor shall submit a copy with the report.

Note: offeror's attention is called to the sample contract administration plan included as an attachment to this document.

#### EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

#### CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

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## SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

### ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

### ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

NOTE: Funding will be obligated under individual delivery orders. This clause is included in the basic contract only because some of the delivery orders may be incrementally funded. This is why the items in paragraph (a) have been left blank.

### GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

Government Furnished Property will be identified on individual delivery orders.

### GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from: GIDEP Operations Center, P.O. Box 8000, Corona, CA 91718-8000; Phone: (909) 273-4677 or DSN 933-4677; FAX: (909) 273-5200; Internet: <http://www.gidep.corona.navy.mil>.



## SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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### SECTION "I" - CONTRACT CLAUSES

#### PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	May 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-02	Security Requirements	Aug 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.216-07	Allowable Cost and Payment	Mar 2000
52.216-08	Fixed Fee	Mar 1997
52.216-21	Requirements	Oct 1995
52.217-09	Option to Extend the Term of the Contract	Mar 2000
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan (Oct 2000)—Alternate II	Oct 2000
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-03	Convict Labor	Aug 1996
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Feb 2001
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.227-01	Authorization and Consent (Jul 1995)--Alternate I	Apr 1984
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-10	Filing of Patent Applications--Classified Subject Matter	Apr 1984
52.228-07	Insurance-- Liability to Third Persons	Mar 1996
52.232-17	Interest	Jun 1996
52.232-20	Limitation of Cost	Apr 1984

52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	May 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award (Aug 1996)--Alternate I	Jun 1985
52.242-01	Notice of Intent to Disallow Costs	Apr 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-02	Changes-- Cost-Reimbursement (Aug 1987)—Alternate I	Apr 1984
52.243-06	Change Order Accounting	Apr 1984
52.243-07	Notification of Changes	Apr 1984
52.244-02	Subcontracts (Aug 1998)—Alternate I	Aug 1998
52.246-25	Limitation of Liability—Services	Feb 1997
52.249-06	Termination (Cost-Reimbursement)	Sep 1996
52.249-14	Excusable Delays	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	<u>PART II</u>	
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.203-7002	Display of DOD Hotline Poster	Dec 1991
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Mar 2000
252.204-7005	Oral Attestation of Security Responsibilities	Aug 1999
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.215-7002	Cost Estimating System Requirements	Jul 1997
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	Apr 1996
252.223-7004	Drug-Free Work Force	Sep 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Apr 1993
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7026	Reporting of Contract Performance Outside the United States	Jun 2000
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	Sep 2001
252.227-7000	Non-Estoppel	Oct 1966
252.227-7013	Rights in Technical Data-Noncommercial Items --Alternate I	Jun 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) Alternate I	Jun 1995
252.227-7016	Rights in Bid and Proposal Information	Jun 1995
252.227-7020	Rights in Special Works	Jun 1995
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	Jun 1995
252.227-7030	Technical Data—Withholding of Payment	Mar 2000
252.227-7036	Declaration Of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.235-7010	Acknowledgement of Support and Disclaimer	May 1994
252.235-7011	Final Scientific or Technical Report	Sep 1999
252.239-7000	Protection Against Compromising Emanations	Dec 1991
252.242-7004	Material Management and Accounting System	Dec 2000

252.242-7005	Cost/Schedule Status Report	Mar 1998
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.245-7001	Reports of Government Property	May 1994
252.246-7001	Warranty of Data	Dec 1991

### **CLAUSES IN FULL TEXT**

#### **ORDERING (OCT 1995) (FAR 52.216-18)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract through 10 years from the effective date of contract if all options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)**

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,5000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$15,000,000;

(2) Any order for a combination of items in excess of \$15,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

#### **INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after eleven years from the effective date of contract.

#### **PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (FAR 52.222-2)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
  - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)(MAY 2001)**

- (a) *Definitions.* As used in this clause--
  - "Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
  - "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
  - (i) 52.21908, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).
  - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)(FAR 52.245-5) (DEV)**

- (a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--
  - (i) All or substantially all of the Contractor's business;
  - (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
  - (iii) A separate and complete major industrial operation connected with performing this contract.
- (2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
- (3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the

property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss.* (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; *provided*, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (*e.g.*, abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

## **CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

## **AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## **OPTION TO EXTEND SERVICES (NOV 1999) (FAR 52.217-8)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months. The Contracting Officer may exercise the option by written notice to the Contractor within [see section B) [insert the period of time within which the Contracting Officer may exercise the option].]

## **PERFORMANCE EVALUATION (6008)**

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized: Quality; Cost Control; Timeliness of Performance; Business Relations; and Customer Satisfaction

## **RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) (DFARS 252.227-7014 (Alt I)**

(a) Definitions. As used in this clause:

- (1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which-
  - (i) Has been sold, leased, or licensed to the public;
  - (ii) Has been offered for sale, lease, or license to the public;
  - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
  - (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.
- (2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.
- (3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
- (5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (6) "Developed" means that-
  - (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
  - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
  - (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
- (7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
  - (i) Private expense determinations should be made at the lowest practicable level.
  - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) "Government purpose rights" means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to-

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may-

(A) Use the modified software only as provided in paragraphs (a)(14)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14)(ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that-

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and (vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that-(a) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and (b) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in-

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;



(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with-

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless-

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the

Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such-

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer;  
or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
List	List	List	List

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions-Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a

notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No. \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when-

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

#### ALTERNATE I (JUN 1995)

As prescribed in 227.7203-6(a)(2), add the following paragraph (l) to the basic clause:

(l) Publication for sale.

(1) This paragraph only applies to computer software or computer software documentation in which the Government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation.

(2) The Government shall not publish a deliverable item or items of computer software or computer software documentation identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such software or documentation on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such software or documentation, or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published software or documentation.

(3) This limitation on the Government's right to publish for sale shall continue as long as the software or documentation are reasonably

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## SECTION "J" - LIST OF ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Program Plan) (Sample)	5/16/96	1
CDRL A002 (Contractor's Progress, Status and Management Monthly Report) (Sample)	5/16/96	1
CDRLs A001 & A002 above are only samples of the types of data that will be required on individual delivery orders.		
<b><u>Exhibit "B" -</u></b>		
Cost Proposal Worksheets	N/A	10
<b><u>Attachments</u></b>		
(1) DD Form 254	Not Dated	2

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## SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
	<u>PART II</u>	
<u>DFARS Subsection</u>		
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Sep 1994

## PROVISIONS IN FULL TEXT

### OFFEROR INFORMATION

If available, the offeror shall provide the information requested below in the spaces provided:

Cage Code: \_\_\_\_\_

DUNS No. \_\_\_\_\_

Email: \_\_\_\_\_

Fax \_\_\_\_\_

Cognizant DCAA Office:

Office: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Auditor's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Cognizant DCM Office:

Office: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACO's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)**

### **(a) Definitions.**

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

### **(d) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

### **(e) Type of organization.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);;

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

### **(f) Common Parent.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent::

Name

TIN

## **WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS] (MAY 1999) (FAR 52.204-5)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)(FAR 52.209-5)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that –

(i) The Offeror and/or any of its Principals --

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; (D) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (E) Are \_\_\_ are not \_\_\_ presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision,

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has \_\_\_ has not \_\_\_ within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or  
(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or  
(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address  
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or  
Facility if Other Than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2001)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 54171.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

*"Service-disabled veteran-owned small business concern"--*

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*"Veteran-owned small business concern"* means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern,"* means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

*Alternate I* (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

## **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)**

The offeror represents that--

(a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It (\_\_\_) has, (\_\_\_) has not, filed all required compliance reports; and



Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The offeror represents that --

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000) (52.230-1)**

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

##### **I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

***Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.***

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

***Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.***

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ ***The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.***

***Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.***

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

## DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)

(a) *Definitions.* As used in this provision --(1) Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof. (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria. (3) "Significant interest" means --(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner; (ii) Holding a management position in the firm such as director or officer; (iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm; (iv) Ownership of

ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or (v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--(1) Identification of each government holding a significant interest; and (2) A description of the significant interest held by each government.

## **CONTRACTOR PERFORMANCE DATA**

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

### **CONTRACTOR PERFORMANCE DATA SHEET**

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

RFP #:

Address:

POC: (Person who can verify data)

Telephone:

Division:

FAX:

### **CONTRACT INFORMATION**

Contract Number:

Date Completed:

Contract Type:           Fixed Price

Cost Reimbursement Other (Specify)

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Customer POC: (Person who can verify data)

Address:

Telephone:

FAX:

### **QUALITY**

NOTE: An explanation must accompany all answers with an asterisk(\*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (List Awards)

#### **TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES \_\_\_\_\_ NO \* \_\_\_\_\_ (Explanation)

#### **COST FOR COST TYPE CONTRACTS:**

Was the original contract estimated cost met?

YES \_\_\_\_\_ NO\* \_\_\_\_\_ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ \_\_\_\_\_ -

#### **OTHER PERTINENT INFORMATION**

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

\*\*\*\*\*

### **SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **via e-mail**, to arrive at NSWC Crane not later than 2:00 PM EST at least 30 days prior to solicitation close. Questions are to be submitted to J.D. Martin at [martin\\_j@crane.navy.mil](mailto:martin_j@crane.navy.mil).

**SPECIAL NOTICE** - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at [www.ccr.dlsc.dla.mil](http://www.ccr.dlsc.dla.mil). For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

Our mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, we are conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

	<u>PART I</u>	
<u>FAR</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Jun 1999
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-01	Instructions to Offerors-Competitive Acquisition	May 2001
52.215-16	Facilities Capital Cost of Money	Oct 1997
52.222-46	Evaluation of Compensation For Professional Employees	Feb 1993
	<u>PART II</u>	
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

#### **PROVISIONS IN FULL TEXT**

#### **NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be ( ) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

## **TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)**

The Government contemplates award of an indefinite delivery, requirements, cost-plus-fixed-fee type contract resulting from this solicitation.

## **PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) (52.222-24)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.]

## **SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Commander, Attn: Doug McDaniel, Code 1164, Naval Surface Warfare Center, Crane Division, 300 Highway 361, Crane, IN 47522-5011.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arinet.gov/far>

## **FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

## **NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and

money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

#### **SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)**

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

#### **ALTERNATE PROPOSALS**

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

#### **PROPOSAL REQUIREMENTS**

(a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes.

(b) The offeror shall submit the following information:

(1) 2 completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B, and the offeror's subcontract plan. Part of the "Cost Proposal" referred to elsewhere in this solicitation.

(2) 4 copies of the technical proposal consisting of past performance information, personnel information, and facilities information.

(3) 2 copies of the cost/price proposal (i.e. Exhibit B) This, also, is part of the cost proposal referred to elsewhere in this solicitation.

(c) Technical Proposal. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the proposal must clearly provide the following:

See "Additional Source Selection Information" below.

**ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATIONS MUST BE INCLUDED IN THE TECHNICAL PROPOSAL AND A COVER LETTER TO THE TECHNICAL PROPOSAL.**

(d) Cost/Price Proposal. The following cost/price information is required (in addition to any other requirement for cost/price information in clause N/A).

(1) Offerors shall complete and provide two copies of exhibit B to this solicitation.

(e) Exceptions. Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception.

## **SUBCONTRACT DATA REQUIRED**

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein.

## **BLANKET EXEMPTION CERTIFICATE**

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

## **BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

## **WORLD WIDE WEB SOLICITATION INFORMATION**

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane website at <http://www.crane.navy.mil/supply/solicit.htm> beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

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## **SECTION "M" - EVALUATION FACTORS FOR AWARD**

### **SINGLE AWARD FOR ALL ITEMS**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

### **GREATEST VALUE EVALUATION**

(a) **The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered.** The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. EVALUATION FACTORS: Past Performance, Personnel, Cost, Technical Approach, Facilities, and Subcontracting.

(b) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in

accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the contracting officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

**(d) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the greatest value to the Government.**

## **PAST PERFORMANCE**

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same or similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, or highly unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

## **EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

Note: Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

## **ADDITIONAL SOURCE SELECTION INFORMATION**

The Source Selection Evaluation Board (SSEB) will evaluate offerors' past performance, personnel, cost, facilities, and subcontracting plan (for offerors other than small business concerns). For offerors not required to submit a subcontracting plan (i.e. small business concerns) the number of small business concerns on their team and the degree to which they intend to utilize small business concerns will be considered. The subcontracting plan will not be a weighted factor but will be done on a pass/fail basis. If an award decision cannot be made after evaluation of these five elements, comprising the vast majority of the overall evaluation, and if there is more than one offeror, a competitive range will be established in accordance with FAR 15.306.

Offerors may be required to send key personnel to a specified site for oral presentations to enable the Technical Proposal Evaluation Panel (TPEP) to evaluate technical approach. This will only take place in the event that it is not conclusive which offer provides the best value (or which offers are among the most highly rated) after the evaluation of past performance, personnel, cost, facilities, and subcontracting plan. The oral presentations will consist of offerors being provided with a realistic delivery order scenario and then having a specified period of time to prepare and present how they would approach and perform the requirements of the delivery order. The TPEP will evaluate each offeror's proposed technical approach. If practicable, the presentations will be taped so that the evaluators can review the presentations as necessary prior to finalizing written evaluations.



After past performance, personnel, cost, facilities and subcontracting plan and, if necessary, after the oral presentations, negotiations will be conducted if necessary. If negotiations are necessary, they will include all offers within the competitive range that was established prior to the oral presentations. Following negotiations, receipt of any revised proposals or final proposal revisions, and a re-evaluation in accordance with this SSP, a contract will be awarded to the offeror whose proposal provides the greatest overall value to the Government.

The evaluation criteria are listed in descending order of importance, except as noted below:

Past Performance & Personnel – Equally important  
Cost and Technical approach – Equally important  
Facilities  
Subcontracting Plans

The non-cost factors, when taken together, are significantly more important than cost.

**(Note that all references to “Page Limitation” below means 8.5” X 11” pages with no smaller than 10 pt. Print.)**

**FACTOR A.** Past Performance. Offerors must provide evidence of capabilities and related experience in reference to the proposed technology in support of the program. Not all past performance data has to be internal. Past performance data for major subcontractors/team members may be included. In the past performance information, offerors will discuss related experience performed for the Government or commercial customers, ongoing and/or completed within the past three years, the performance periods, and details of the work performed. Corporate experience, gained within the past three years, will be evaluated with emphasis on the programs and skills relating to the program objectives. This experience should demonstrate knowledge and ability to perform the objectives of the program. Significant achievements and technological advancements should be demonstrated. Offerors will also be required to list names and phone numbers of individuals who can attest to the accuracy of the past performance information submitted so that the Government may perform its own independent evaluation of each offeror’s past performance.

A maximum of 15 pages, not including Contractor Performance Data Sheets, drawings and sketches, will be evaluated. If an offeror submits pages in excess of 15, the Government will review the first 15 pages and the remaining pages will not be considered. Drawings and sketches may be provided as exhibits or attachments to the past performance information.

In addition to the 15 pages above, offerors must complete the Contractor Performance Data Sheet found in section “K” (reproduce as necessary) on 5 completed contracts in accordance with the instructions provided and include this data with the past performance submission.

**FACTOR B.** Personnel. The offeror will be evaluated on the quality and quantity of “key” personnel proposed for performance under this contract. Key personnel do not have to be internal, but the offeror must prove that subcontract/teaming agreements exist with key personnel that are not internal. Education and experience levels in related fields pertaining to the program objectives of key personnel will be of utmost importance. Resumes will be required of the top technical personnel involved in this project. Offerors will be required to list significant accomplishments of the key personnel being proposed, including any inventions, patents, and/or articles published in technical journals that have been authored by those individuals.

A maximum of 14 resumes for key personnel may be provided. In an offeror submits more than 14 resumes, the first 14 will be reviewed by the Government and the remaining resumes will not be considered. A maximum of two pages may supplement each resume detailing related experience and publications within the last three years and other relevant information. As indicated under “Personnel Qualifications” in section “C”, the fourteen resumes shall be for Program Managers (2), Senior Engineers (7), Engineers (3), Junior Engineers (2).

**FACTOR C.** Cost. Offerors shall submit two copies of exhibit B to this solicitation. The realism and reasonableness of cost proposals will be evaluated. Cost Realism may be determined, in part, by reference to the costs which, under FAR 31.201-3, the offeror can reasonably be expected to incur in the performance of this effort. Evaluators will consider not only direct and indirect rates proposed and the reasonableness and realism of those rates, but also will consider the education/experience levels of the key personnel proposed and the impact that may have in terms of hours incurred and how that translates into overall cost to the Government. Proposed Fixed Fee will be evaluated to determine its reasonableness and impact on overall estimated cost to the Government.

**FACTOR D.** Facilities. Facilities proposed will be evaluated as to effectiveness of supporting the requirements specified in the program objectives. Facilities do not have to be internal, but the offeror must, as a minimum, demonstrate knowledge and capability in obtaining facilities, especially radiation test facilities. A maximum of five pages, not including drawings and sketches, will be evaluated. If an offeror submits pages in excess of five pages, the Government will review the first five pages and the remaining pages will not be considered. Drawings and sketches may be provided as exhibits or attachments to the facilities information.

**FACTOR E.** Subcontracting Plan. Identification of and commitment to Small Business (SB), Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI) whether as a joint venture, teaming arrangement, or subcontractor, will be an evaluation factor as required by DFARS 215.605. While this will not be a weighted factor it will be a condition of award and will be done on a pass/fail basis. This factor will be evaluated by reviewing the offeror's Small and Small Disadvantaged Business Subcontracting Plan pursuant to FAR 52.219-09 and DFARS 252.219-7003. The extent of small business participation as subcontractors will also be considered for those offerors not required to submit a subcontracting plan.

**FACTOR F.** Technical. This factor will only become necessary if competitive range or award selection cannot be made based on past performance, personnel, cost, facilities, and subcontracting. The delivery order scenario, while not being revealed specifically at this time, will measure the offeror's overall knowledge of the Statement of Work for the basic contract.

### **ADJECTIVAL RATINGS**

Each factor will be evaluated and each factor (with the exception of cost and subcontracting) will be assigned a consensus adjective rating.

An adjective rating will then be applied to each overall proposal based on the adjective rating of each factor and the relative importance of each factor. All ratings will be assigned on a consensus basis, although individual evaluations will take place prior to determining the consensus ratings.

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>																																																																																					
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INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. FOR OFFICIAL USE ONLY INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>			k. OTHER <i>(Specify)</i>					
10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO																																																																																				
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																				
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																				
e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																				
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
j. FOR OFFICIAL USE ONLY INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>																																																																																						
k. OTHER <i>(Specify)</i>																																																																																									

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

Reset

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (Specify)

Public Affairs Officer, Code PA, Crane, IN 47522-5001

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Work on this contract will require the Contractor to visit various government and commercial contractors involved with research and development aspects of the Trident Missile System, Defense Threat Reduction Agency, Space Based Infrared System, Ballistic Missile Defense, and Global Positioning System programs. Research under this contract will also require the Contractor to attend classified technical conferences (i.e. HEART, RHET Conferences) to receive classified information.

The radiation hardening work of this contract requires access to classified radiation levels and radiation hardening techniques for semiconductors and microelectronics. The Contractor may generate classified radiation techniques for semiconductors in their performance of this contract. The Contractor shall classify radiation hardening techniques in accordance with Joint DOD-DOE Radiation Hardened Microelectronics Classification Guide dated January 1989.

This form has been reviewed and approved by Security.

\_\_\_\_\_  
Security Representative

\_\_\_\_\_  
Date

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL Doug McDaniel	b. TITLE Contracting Officer	c. TELEPHONE (Include Area Code) 812-854-5395
d. ADDRESS (Include Zip Code) Naval Surface Warfare Center Code 1164, Building 64, Crane, IN 47522-5001		17. <b>REQUIRED DISTRIBUTION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY Code 0621F, NSWC, Crane, IN
e. SIGNATURE		

DD FORM 254 (BACK), DEC 1999

# CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:	
		A		TDP TM OTHER <input checked="" type="checkbox"/>	
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR	
Research					
1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
A001		Program Plan		Program Management Plan	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
DI-MGMT-80909		Para. 3.1 of SOW		6054	
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY	
10		See Block 16		ASREQ	
8. APP CODE		11. AS OF DATE		12. DATE OF FIRST SUBMISSION	
A		0		15 DAC	
				13. DATE OF SUBSEQUENT SUBMISSION	
				10 DARC	
14. DISTRIBUTION					
a. ADDRESSEE				b. COPIES	
				Draft Final	
AL-01				3	
15. REMARKS					
<p><b>Block 4</b> - Block 10 of DID (DI-MGMT-80909), the report shall be in contractor format, either typewritten or computer generated on 8-1/2 x 11 inch unlined white 20-lb. bond paper.</p> <p><b>Block 8</b> - The plan shall incorporate the results of negotiations. The Government will review the plan in accordance with Contract requirements and negotiations. If changes are required, the Government will return the plan to Contractor in 10 working days with written comments.</p> <p><b>Block 9 - DISTRIBUTION STATEMENT D.</b> Distribution authorized to Department of Defense and DoD Contractors only due to Critical Technology dated 1 May 1992. Other requests for this document shall be referred to Commander, Crane Division, Naval Surface Warfare Center, Code OC, Crane, IN 47522-5001.</p> <p><b>"DESTRUCTION NOTICE</b> - For classified documents follow the procedures in DoD 5200.22-M, Industrial Security Manual Section II-19 or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document."</p> <p><b>Block 13</b> - The revised plan shall be submitted 15 calendar days after contract award. If the Contractor makes corporate changes during the performance of the contract, they shall submit a revised plan 10 calendar days after formalization of any such changes.</p>					
G. PREPARED BY		H. DATE		I. APPROVED BY	
Linda Ramsden		5/16/96		D. Dearl Romya	
				J. DATE	
				5/16/96	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

# CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER <b>X</b>	
D. SYSTEM/ITEM Research		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Contractor's Progress, Status, and Management Report			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE Para. 3.6 of SOW		6. REQUIRING OFFICE 6054	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION	
8. APP CODE N	Block 16	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 10 DARP	a. ADDRESSEE	b. COPIES Draft Reg Final Repro
16. REMARKS				AL-UI	
<p>Block 4 - Block 10 of DID (DI-MGMT-80227), the report shall be in contractor format.</p> <p>Block 9 - <b>DISTRIBUTION STATEMENT D</b>. Distribution authorized to Department of Defense and DoD Contractors only due to Critical Technology dated 1 May 1992. Other requests for this document shall be referred to Commander, Crane Division, Naval Surface Warfare Center, Code OC, Crane, IN 47522-5001.</p> <p><b>"DESTRUCTION NOTICE</b> - For classified documents, follow the procedures in DoD 5200.22-M, Industrial Security Manual Section II-19 or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document."</p>					
				G. PREPARED BY Linda Ramsden	
I. APPROVED BY D. Pearl Ranyan				J. DATE 5/16/96	

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE